

Attorney or Party Name, Address, Telephone & FAX Nos., State Bar No. & Email Address  RON BENDER (SBN 143364) KRIKOR J. MESHEFEJIAN (SBN 255030) LEVENE, NEALE, BENDER, YOO & BRILL L.L.P. 10250 Constellation Boulevard, Suite 1700 Los Angeles, California 90067 Telephone: (310) 229-1234; Facsimile: (310) 229-1244 Email: rb@lnbyb.com; kjm@lnbyb.com  Attorneys for David K. Gottlieb in his capacity as Chapter 11 Trustee  <input type="checkbox"/> Individual appearing without attorney <input checked="" type="checkbox"/> Attorney for: Chapter 11 Trustee	FOR COURT USE ONLY
<b>UNITED STATES BANKRUPTCY COURT CENTRAL DISTRICT OF CALIFORNIA - SAN FERNANDO VALLEY DIVISION</b>	
In re: GATEWAY FOUR, LP  GATEWAY TWO, LP  GATEWAY FIVE, LLC  x Affects Gateway Two, LP only  Debtor(s).	CASE NO.: 1:20-bk-11581-MB CHAPTER: 11  <b>NOTICE OF SALE OF ESTATE PROPERTY</b>

<b>Sale Date:</b> 02/12/2021	<b>Time:</b> 10:00 am
<b>Location:</b> Courtroom "303", 21041 Burbank Blvd., Woodland Hills, CA 91367 (See Attached Zoom Instructions)	

**Type of Sale:** ☒ Public ☐ Private **Last date to file objections:** January 29, 2021

**Description of property to be sold:** That certain real property located at 10561 Santa Fe Drive, El Monte, CA 90731 owned by the bankruptcy estate of Gateway Two, LP.

**Terms and conditions of sale:** Please see Stipulation Establishing Bidding And Auction Procedures For The Sale Of The Real Property Owned By The Gateway Two, LP Bankruptcy Estate (the "Sale Procedures Stipulation") attached as Exhibit A hereto.

**Proposed sale price:** Minimum bid of \$9,650,000

This form is mandatory. It has been approved for use in the United States Bankruptcy Court for the Central District of California.

**Overbid procedure (if any):** See Sale Procedures Stipulation attached as Exhibit A hereto. See also the Notice Of Hearing attached as Exhibit B hereto for further information and instructions for attendance at the Auction via Zoom.

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**If property is to be sold free and clear of liens or other interests, list date, time and location of hearing:**

Date: February 12, 2021

Time: 10:00 a.m.

Place: United States Bankruptcy Court, Central District of California

Courtroom "303"

21041 Burbank Blvd.

Woodland Hills, California 91367

**Contact person for potential bidders (include name, address, telephone, fax and/or email address):**

Chris Jackson, Steven Berman, Marcos Villagomez

NAI Capital Commercial, Inc.

15821 Ventura Blvd., Suite 320

Encino, CA 91436

Tel: (818) 905-2400

Fax: (818) 905-2425

Email: cjackson@naicapital.com; sberman@naicapital.com;

mvillagomez@naicapital.com

Date: 01/22/2021

# EXHIBIT "A"

RON BENDER (SBN 143364)  
KRIKOR J. MESHEFEJIAN (SBN 255030)  
LEVENE, NEALE, BENDER, YOO & BRILL L.L.P.  
10250 Constellation Boulevard, Suite 1700  
Los Angeles, California 90067  
Telephone: (310) 229-1234  
Facsimile: (310) 229-1244  
Email: rb@lnbyb.com; kjm@lnbyb.com

Counsel for David K. Gottlieb in his capacity as Chapter 11 Trustee

**UNITED STATES BANKRUPTCY COURT  
CENTRAL DISTRICT OF CALIFORNIA  
SAN FERNANDO VALLEY DIVISION**

In re:

GATEWAY FOUR, LP,  
  
Debtor.

Lead Case No.: 1:20-bk-11581-MB

Jointly administered with: 1:20-bk-11580-MB  
and 1:20-bk-11582-MB

Chapter 11 Cases

In re:

GATEWAY TWO, LP,  
  
Debtor.

**STIPULATION: (1) GRANTING  
LIMITED AND CONDITIONAL  
RELIEF FROM THE AUTOMATIC  
STAY TO TPMC SERVICES, LLC;  
AND (2) ESTABLISHING BIDDING  
AND AUCTION PROCEDURES FOR  
THE SALE OF THE REAL PROPERTY  
OWNED BY THE GATEWAY TWO,  
LLC BANKRUPTCY ESTATE**

In re:

GATEWAY FIVE, LLC,  
  
Debtor.

- ☐ Affects all Debtors  
  
☐ Affects Gateway Four, LP only  
  
☒ Affects Gateway Two, LP only  
  
☐ Affects Gateway Five, LLC only

DATE: January 11, 2021  
TIME: 10:00 a.m.  
PLACE: Courtroom "303"  
21041 Burbank Blvd.  
Woodland Hills, CA 91367

David K. Gottlieb, in his capacity as the chapter 11 trustee ("Trustee") appointed in the jointly-administered bankruptcy cases of Gateway Two, LP ("Gateway Two"), Gateway Four, LP ("Gateway Four") and Gateway Five, LLC ("Gateway Five", and together with Gateway Two and Gateway Four, the "Debtors"), on the one hand, and TPMC Services, LLC ("TPMC"), on the other hand, hereby enter into this Stipulation: (1) granting limited and conditional relief from the automatic stay to TPMC; and (2) establishing bidding and auction procedures for the sale of that certain real property owned by the bankruptcy estate of Gateway Two and located at 10561 Santa Fe Drive, El Monte, California 90731 (the "Gateway Two Property"), as follows:

**RECITALS**

1. On August 31, 2020, the Debtors each commenced their respective chapter 11 bankruptcy cases by filing voluntary petitions for relief under chapter 11 of the United States Code (the "Bankruptcy Code").

2. On October 2, 2020, Romspen Mortgage Limited Partnership ("Romspen") and the Debtors entered into that certain *Stipulation Between Debtors And Romspen Mortgage Limited Partnership To The Appointment Of A Chapter 11 Trustee*, pursuant to which the parties agreed to the appointment of a chapter 11 trustee in the Debtors' bankruptcy cases, and the Court entered orders approving the stipulations and directing the United States Trustee to appoint a chapter 11 trustee in all three of the Debtors' cases.

3. On October 9, 2020, the United States Trustee filed an application for an order approving the appointment of David K. Gottlieb as the chapter 11 trustee in all three of the Debtors' cases.

4. On October 15, 2020, the Court entered orders approving the appointment of David K. Gottlieb as the chapter 11 trustee in all three of the Debtors' cases.

5. The primary asset of the Gateway Two bankruptcy estate is the Gateway Two Property.

6. TPMC asserts a senior secured claim against the Gateway Two Property in the approximate amount of \$8,921,957.12 as of December 14, 2020 (the "TPMC Secured Claim"), on

1 which interest, fees and costs have continued to accrue. The Trustee has not verified the amount of  
2 the TPMC Secured Claim.

3 7. On December 14, 2020, TPMC filed that certain *Notice Of Motion And Motion For*  
4 *Relief From The Automatic Stay Under 11 U.S.C. § 362 (Real Property)* [Docket No. 137] (the  
5 “Stay Relief Motion”), pursuant to which TPMC requested that the Bankruptcy Court grant relief  
6 from the automatic stay with respect to the Gateway Two Property, pursuant to 11 U.S.C. §  
7 362(d)(1) and (2), and authorize TPMC to, among other things, proceed under applicable  
8 nonbankruptcy law to enforce its remedies to foreclose upon and obtain possession of the Gateway  
9 Two Property.

10 8. On December 22, 2020, the Trustee filed that certain *Chapter 11 Trustee’s*  
11 *Conditional Opposition To Motion For Relief From The Automatic Stay Under 11 U.S.C. § 362*  
12 [Docket No. 141] (the “Conditional Opposition”).

13 9. On December 29, 2020, TPMC filed that certain *Reply Memorandum Of Points And*  
14 *Authorities Of Secured Creditor TPMC Services, LLC re Motion To Lift Stay* [Docket No. 146] (the  
15 “TPMC Reply”)

16 10. On December 29, 2020, Sam LaMonica filed that certain *Joinder In Chapter 11*  
17 *Trustee’s Conditional Opposition To Motion For Relief From The Automatic Stay Under 11 U.S.C.*  
18 *§ 362* [Docket No. 147] (the “Joinder”).

19 11. An initial hearing on the Stay Relief Motion was held on January 5, 2021, at which  
20 time the Trustee and TPMC requested from the Bankruptcy Court a one day continuance of the  
21 hearing on the Stay Relief Motion. The Bankruptcy Court continued the hearing on the Stay Relief  
22 Motion to January 6, 2021, at 1:30 p.m., and then again to January 11, 2021, at 10:00 a.m.

23 12. The Trustee and TPMC have discussed the issues raised in the Stay Relief Motion,  
24 the Conditional Opposition and the TPMC Reply, and have agreed to resolve their disputes set forth  
25 therein pursuant to the terms of this Stipulation, subject to the Bankruptcy Court’s approval.

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**AGREEMENT**

**I. Relief From The Automatic Stay For TPMC To Post And Serve A Notice Of Sale**

A. Upon entry of an order approving this Stipulation, TPMC is granted limited relief from the automatic stay to record, post and serve a Notice of Sale of the Gateway Two Property under applicable non-bankruptcy law. The fourteen (14) day stay prescribed by Rule 4001(a)(3) of the Federal Rules of Bankruptcy Procedure is waived in connection with TPMC's recordation, posting and service of the Notice of Sale. However, TPMC is not authorized to proceed to a foreclosure sale on the Gateway Two Property except as otherwise set forth herein.

**II. Auction And Bidding Procedures**

A. An auction of the Gateway Two Property will be conducted before the Bankruptcy Court on February 12, 2021, or the first date thereafter available to the Bankruptcy Court and at a time convenient to the Bankruptcy Court (the "Auction"). A Sale Order (defined below) must be entered by the Bankruptcy Court within five business days following the completion of the Auction.

B. The Trustee shall make available to all interested prospective buyers, upon such prospective buyers written request, access to a data room containing all non-confidential information relating to the Gateway Two Property that is actually in the Trustee's possession, including, but not limited to, any architectural drawings, engineering drawings, landscaping designs, soils, geotechnical, environmental and engineering reports and assessments, studies/reports, plans, existing surveys, approvals and conditions, licenses, construction drawings, and permits.###

C. Only financially qualified parties will be eligible to participate in the Auction – with financially qualified parties to mean parties who have demonstrated to the Trustee, in the Trustee's sole and absolute discretion, that they have the financial means to consummate their purchase of the Gateway Two Property without financing unless the financing to be used by them is already committed to the Trustee's satisfaction (meaning that any bid may not contain any financing contingency, and any bid other than a credit bid by TPMC in the amount of its Secured Claim must be an all cash bid) within the time frame set forth herein.

D. In order to be eligible to participate in the Auction, prospective bidders (other than TPMC) will be required by February 8, 2021 (the “Bid Qualification Deadline”) to:

i. Deliver a cash deposit in the amount of \$250,000 (the “Cash Deposit”) to Levene, Neale, Bender, Yoo & Brill L.L.P. (“LNBYB”) by wire transfer which Cash Deposit shall be non-refundable if the prospective bidder is deemed by the Bankruptcy Court to be the winning bidder at the Auction by an entered Sale Order (defined below), and shall be immediately turned over to TPMC pursuant to paragraph II.J below, and shall be forfeited by the winning bidder if the winning bidder fails to close its purchase by the Closing Date. The Cash Deposit of the winning backup bidder shall be non-refundable if the winning backup bidder provides the Trustee with the Backup Bidder’s Notice (as defined below) and shall be immediately turned over to TPMC pursuant to paragraph II.K below, and shall be forfeited by the winning backup bidder if the winning backup bidder provides the Trustee with the Backup Bidder’s Notice and fails to close its purchase of the Gateway Two Property by the Extended Closing Date as set forth in Section II, Paragraph J of this Stipulation;

ii. Deliver a proposed form of asset purchase agreement to the Trustee, LNBYB and TPMC or a redlined version of a form of asset purchase agreement provided to the prospective bidder by the Trustee, which proposed form of asset purchase agreement or redlined version shall: (1) be on terms consistent with this Stipulation; and (2) include the prospective bidder’s proposed purchase price for the Gateway Two Property, which proposed purchase price shall be equal to or greater than the minimum required bid amount set forth in Section II, Paragraph E of this Stipulation (recognizing that all prospective bidders shall have the right to increase the amount of their bid at the Auction); and shall not include any sale contingencies other than the prospective bidder being deemed the winning bidder at the Auction;



1           iii.       Provide to the Trustee evidence that the prospective bidder is a financially  
2                   qualified party, which the Trustee will determine based on the evidence provided to  
3                   the Trustee in the Trustee's sole and absolute discretion.

4           E.       The minimum required bid for the Gateway Two Property at the Auction shall be  
5                   nine million six hundred and fifty thousand dollars (\$9,650,000).

6           F.       TPMC may, but is not required to, make a credit bid in the amount of its Secured  
7                   Claim against the Gateway Two Property at the Auction pursuant to 11 U.S.C. §363(k). All other  
8                   bids for the purchase of the Gateway Two Property must be all cash bids. TPMC shall have the  
9                   right to bid more than the amount of its Secured Claim at the Auction provided that the portion of  
10                  TPMC's bid in excess of its Secured Claim will be with cash.

11          G.       If no qualified bid is submitted by the Bid Qualification Deadline, there will be no  
12                   Auction and TPMC shall be authorized to proceed with its foreclosure on the Gateway Two  
13                   Property as indicated below. If only one qualified bid is submitted by the Bid Qualification  
14                   Deadline, there will be no Auction and the one qualified bidder shall be deemed the winning bidder  
15                   for the Gateway Two Property in the Sale Order. If two or more qualified bids are submitted by the  
16                   Bid Qualification Deadline, the Trustee, in his sole and absolute discretion, will determine which of  
17                   the qualified bids is the highest and best bid and that bid will be deemed to be the opening bid at the  
18                   Auction and will be assigned bid #1 at the Auction, and all other qualified bidders will be randomly  
19                   assigned bidding numbers by the Trustee. For the purpose of illustration, assuming that there are  
20                   three qualified bidders who attend the Auction, the bidder whose bid is deemed by the Trustee to be  
21                   the opening bid (because it has been determined by the Trustee to be the highest and best bid) will  
22                   be assigned bid #1 and the bid submitted by that bidder will be the opening bid at the Auction. The  
23                   bidding will then proceed to bidder #2. Bidder #2 will then be required to submit a bid which is at  
24                   least \$25,000 higher than the qualified bid submitted by bidder #1 or drop out of the Auction. The  
25                   bidding will then turn to bidder #3 and then back to bidder #1 and continue (with bidding  
26                   increments of at least \$25,000 or figures that are wholly divisible by \$25,000) until a bid has been  
27                   submitted to which no further overbid has been submitted at which point the bidder who made the  
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highest and best bid will be deemed the winning bidder. The bidder that submits the second highest and best bid at the Auction shall have the right, but not the obligation, to serve as the winning backup bidder.

H. Bidding shall be in increments of at least \$25,000, and may be figures more than \$25,000 that are wholly divisible by \$25,000.

I. The winning bidder, or the winning backup bidder, as the case may be, must close its purchase of the Gateway Two Property by no later than March 15, 2021 (the "Closing Date"). The winning bidder, or the winning backup bidder, as the case may be, may purchase a one-time extension of the Closing Date by up to thirty-one (31) days, i.e., through and including April 15, 2021, by delivering to LNBYB a cash payment equal to the total number of the days of the requested extension not to exceed thirty-one (31) days (which date shall be the "Extended Closing Date"), at a *per diem* rate of \$110,000 divided by the number of days beyond the Closing Date (the "Extension Payment"), which Extension Payment must be delivered to LNBYB by wire transfer by no later than March 15, 2021. For example, an extension of the Closing Date through and including April 15, 2021 will cost the winning bidder or the winning back up bidder exactly \$110,000. Upon receipt, the Trustee/LNBYB shall promptly turn over the Extension Payment to TPMC, which shall apply the Extension Payment as a pay down of the TPMC Secured Claim. The Extension Payment shall be in addition to and not serve as a credit against the winning bid of the winning bidder, or the winning backup bidder, as the case may be.

J. Following the entry of the Sale Order, the Cash Deposit of the winning bidder at the Auction shall (i) be deemed nonrefundable, (ii) serve as a credit against the winning bidder's purchase price, and (iii) be promptly turned over to TPMC by the Trustee/LNBYB, which shall apply such Cash Deposit as a pay down of the TPMC Secured Claim.

K. If the winning bidder does not close its purchase of the Gateway Two Property by the Closing Date or the Extended Closing Date, as the case may be, and there is a backup bidder declared at the Auction, the backup bidder shall have up to sixty days following the date that the backup bidder is notified by the Trustee in writing to close its purchase of the Gateway Two

Property at the backup bidder's purchase price. Within three business days following the backup bidder's receipt of such written notification from the Trustee, the backup bidder shall provide the Trustee written notice (the "Backup Bidder's Notice") whether it desires to have the full sixty days within which to close its purchase or some lesser period, and the *per diem* amount of money calculated in the same manner as set forth in subparagraph I above based upon the number of days selected by the backup bidder beyond March 15, 2021 (the "Backup Bidder's Extension Payment") will be nonrefundable to the backup bidder. In such circumstances, the backup bidder shall be entitled to select an extended closing date beyond April 15, 2021, notwithstanding the language of paragraph II.I above, as long as the extended closing date is not more than forty-five days after providing the Trustee the Backup Bidder's Notice. The Backup Bidder's Cash Deposit pursuant to paragraph II.D.i will be promptly turned over to TPMC by the Trustee/LNBYB upon receipt of the Backup Bidder's Notice from the backup bidder and the backup bidder shall directly pay TPMC the Backup Bidder's Extension Payment within three business days of providing the Trustee the Backup Bidder's Notice, both of which TPMC shall apply as a pay down of the TPMC Secured Claim.

L. The Trustee shall deliver the Gateway Two Property to the winning bidder (including TPMC based upon a credit bid in the amount of its Secured Claim subject to the provisions set forth below in Section III Paragraph A) in an "as-is, where-is" basis, without any representations or warranties, free and clear of any encumbrances or liens, subject to approved title exemptions, pursuant to a standard free and clear of all liens, claims, encumbrances and other interests sale order from the Bankruptcy Court ("Sale Order"). The Sale Order shall include provisions consistent with paragraph III.C of this Stipulation providing for the transfer of the Gateway Two Property to TPMC in the event the sale of the Gateway Two Property fails to close in a timely manner.

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**III. Relief From The Automatic Stay For TPMC To Proceed Under Applicable Non-bankruptcy Law To Enforce Its Remedies To Foreclose Upon And Obtain Possession Of The Gateway Two Property**

A. If no qualified bid is submitted by the Bid Qualification Deadline, there will be no Auction and, effective as of 12:01 a.m. on February 9, 2021, the automatic stay of 11 U.S.C. §362(a) shall be deemed lifted, terminated and of no further force and effect as to TPMC with respect to the Gateway Two Property, and TPMC shall be authorized to proceed with its foreclosure of the Gateway Two Property and to take possession of the Gateway Two Property after foreclosure. If TPMC would prefer to obtain title to the Gateway Two Property through a free and clear sale order from the Bankruptcy Court rather than through a foreclosure, TPMC shall have the option to do so by way of a credit bid of the full amount of the TPMC Secured Claim and a cash payment of \$37,500 to the Trustee for the benefit of the Gateway Two bankruptcy estate (and which shall be deemed to constitute unencumbered funds of the Gateway Two bankruptcy estate) in which case TPMC will be delivered title to the Gateway Two Property free and clear of any encumbrances or liens, subject to approved title exemptions, pursuant to the Sale Order from the Bankruptcy Court except that TPMC shall acquire title to the Gateway Two Property subject to all outstanding real property taxes and TPMC shall be required to pay all of the closing costs, if any, related to such sale to TPMC such as escrow fees, title transfer fees, title insurance, etc.

B. If one or more qualified bids is submitted by the Bid Qualification Deadline but no bid is submitted at the Auction that is deemed to be a qualified bid and acceptable to the Trustee, then the automatic stay of 11 U.S.C. §362(a) shall be deemed lifted, terminated and of no further force and effect upon the conclusion of the Auction to allow TPMC proceed with its foreclosure of the Gateway Two Property and to take possession of the Gateway Two Property after foreclosure, without the need of a further order of the Court, and all rights of TPMC to obtain title to the Gateway Two Property without a foreclosure, as outlined in subparagraph A above, shall go into effect.

1 C. If a winning bidder (and to the extent applicable a winning backup bidder) are  
2 designated by the Trustee at the Auction and approved by the Bankruptcy Court followed by the  
3 entry of the Sale Order, but the winning bidder (or to the extent there is a winning backup bidder,  
4 the winning backup bidder), fails to close its purchase of the Gateway Two Property by the required  
5 deadlines set forth above, then the automatic stay of 11 U.S.C. §362(a) shall be deemed lifted,  
6 terminated and of no further force and effect upon the expiration of such date to allow TPMC to  
7 proceed with its foreclosure of the Gateway Two Property and to take possession of the Gateway  
8 Two Property after foreclosure, without the need of a further order of the Court, and all rights of  
9 TPMC to obtain title to the Gateway Two Property without a foreclosure, as outlined in  
10 subparagraph A above, shall go into effect.

11 **IV. Waivers**

12 A. All rights of the Trustee and any professionals employed by him to surcharge the  
13 Gateway Two Property and the proceeds of the sale of the Gateway Two Property, including under  
14 11 U.S.C. § 506(c), are waived solely with respect to TPMC and any such rights shall only exist in  
15 the event that TPMC has been paid the full amount of the TPMC Secured Claim, and then only to  
16 any amounts paid pursuant to the Sale Order which are in excess of the amount of TPMC's Secured  
17 Claim.

18 B. On behalf of the Gateway Two estate, the Trustee waives any and all rights to  
19 oppose a foreclosure of the Gateway Two Property in a manner consistent with paragraphs III. A, B  
20 and C of this Stipulation and also waives any and all rights to oppose, dispute or challenge in any  
21 manner the validity, priority and/or amount of the TPMC Secured Claim.

22 **V. Court Approval of Stipulation**

23 This Stipulation is subject to Bankruptcy Court approval. The Trustee and TPMC shall  
24 jointly request a continuance of the hearing on the Stay Relief Motion pending Bankruptcy Court  
25 approval of this Stipulation. If this Stipulation is not approved by the Bankruptcy Court, the  
26 Trustee and TPMC reserve all of their respective rights regarding the Stay Relief Motion and  
27 otherwise.  
28

1 January 7, 2021

LEVENE, NEALE, BENDER, YOO  
& BRILL L.L.P.

2  
3 By: 

4 RON BENDER  
5 KRIKOR J. MESHEFEJIAN  
6 Attorneys for David K. Gottlieb,  
7 Chapter 11 Trustee for the Bankruptcy  
8 Estates of Gateway Two, LP; Gateway  
9 Four, LP; and Gateway Five, LLC

8 January 7, 2021

HILL, FARRER & BURRILL LLP

9  
10 By: \_\_\_\_\_

11 Daniel J. McCarthy, Esq.  
12 Attorneys for Secured Creditor  
13 TPMC Services, LLC

13 January 7, 2021

LAW OFFICES OF JONATHAN P. CHODOS


14  
15 By: \_\_\_\_\_

16 Jonathan P. Chodos, Esq.  
17 Attorneys for Secured Creditor  
18 TPMC Services, LLC  
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LEVENE, NEALE, BENDER, YOO  
& BRILL L.L.P.

By: \_\_\_\_\_  
**RON BENDER**  
**KRIKOR J. MESHEFEJIAN**  
 Attorneys for David K. Gottlieb,  
 Chapter 11 Trustee for the Bankruptcy  
 Estates of Gateway Two, LP; Gateway  
 Four, LP; and Gateway Five, LLC

HILL, FARRER & BURRILL LLP

By:   
Daniel J. McCarthy, Esq.  
Attorneys for Secured Creditor  
TPMC Services, LLC

LAW OFFICES OF JONATHAN P. CHODOS

By: \_\_\_\_\_  
Jonathan P. Chodos, Esq.  
Attorneys for Secured Creditor  
TPMC Services, LLC

January 7, 2021

LEVENE, NEALE, BENDER, YOO  
& BRILL L.L.P.

By: \_\_\_\_\_

RON BENDER  
KRIKOR J. MESHEFEJIAN  
Attorneys for David K. Gottlieb,  
Chapter 11 Trustee for the Bankruptcy  
Estates of Gateway Two, LP; Gateway  
Four, LP; and Gateway Five, LLC

January 7, 2021

HILL, FARRER & BURRILL LLP

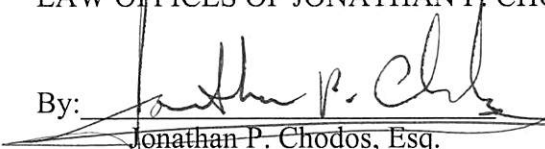
By: \_\_\_\_\_

Daniel J. McCarthy, Esq.  
Attorneys for Secured Creditor  
TPMC Services, LLC

January 7, 2021

LAW OFFICES OF JONATHAN P. CHODOS

By: \_\_\_\_\_

  
Jonathan P. Chodos, Esq.  
Attorneys for Secured Creditor  
TPMC Services, LLC



## PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is 10250 Constellation Boulevard, Suite 1700, Los Angeles, CA 90017.

A true and correct copy of the foregoing document entitled **STIPULATION (1) GRANTING LIMITED AND CONDITIONAL RELIEF FROM THE AUTOMATIC STAY TO TPMC SERVICES, LLC; AND (2) ESTABLISHING BIDDING AND AUCTION PROCEDURES FOR THE SALE OF THE REAL PROPERTY OWNED BY THE GATEWAY TWO, LLC BANKRUPTCY ESTATE** will be served or was served (a) on the judge in chambers in the form and manner required by LBR 5005-2(d); and (b) in the manner stated below:

**1. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF):** Pursuant to controlling General Orders and LBR, the foregoing document will be served by the court via NEF and hyperlink to the document. On January 7, 2021, I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following persons are on the Electronic Mail Notice List to receive NEF transmission at the email addresses stated below:

- Ron Bender rb@lnbyb.com
- William H Brownstein Brownsteinlaw.bill@gmail.com
- Russell Clementson russell.clementson@usdoj.gov
- Philip A Gasteier pag@lnbrb.com
- David Keith Gottlieb (TR) dkgtrustee@dkgallc.com, dgottlieb@iq7technology.com, rjohnson@dkgallc.com, akuras@dkgallc.com; ecf.alert+Gottlieb@titlexi.com
- Krikor J Meshefejian kjm@lnbyb.com
- Kenneth Miskin Kenneth.M.Miskin@usdoj.gov
- Pamela J Scholefield pam@construction-laws.com
- Zev Shechtman zshechtman@DanningGill.com, danninggill@gmail.com; zshechtman@ecf.inforuptcy.com
- United States Trustee (SV) ustpregion16.wh.ecf@usdoj.gov
- Sharon Z. Weiss sharon.weiss@bclplaw.com, raul.morales@bclplaw.com, REC\_KM\_ECF\_SMO@bclplaw.com
- Kirsten A Worley WORLEYK@HIGGSLAW.COM, MALAVARJ@HIGGSLAW.COM

**2. SERVED BY UNITED STATES MAIL:** On January 7, 2021, I served the following persons and/or entities at the last known addresses in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States mail, first class, postage prepaid, and addressed as follows. Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.

☐ Service information continued on attached page

**3. SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE TRANSMISSION OR EMAIL** (state method for each person or entity served): Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on January 7, 2021, I served the following persons and/or entities by personal delivery, overnight mail service, or (for those who consented in writing to such service method), by facsimile transmission and/or email as follows. Listing the judge here constitutes a declaration that personal delivery on, or overnight mail to, the judge will be completed no later than 24 hours after the document is filed.

☒ Service **BY OVERNIGHT MAIL** information continued on attached page

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

January 7, 2021      Lourdes Cruz  
Date                      Printed Name

/s/ Lourdes Cruz  
Signature

Gateway Two

**20 Largest/Secured**

File No. 9301

Russell Clementson

Office of the United States Trustee

915 Wilshire Blvd., Suite 1850

Los Angeles, CA 90017

Kenneth Miskin

Office of the United States Trustee

915 Wilshire Blvd, Ste 1800

Los Angeles, CA 90017

Romspen Investment Corporation

Attention: Wesley Roitman

162 Cumberland Street, Suite #300

Toronto, ON M5R 3N5

Bryan Cave

Attn: Jason DeJonker, Esq.

161 N. Clark Street, Suite #4300

Chicago, IL 60601-3430

TPMC Services, LLC

Attn: Jack J. Druet

31280 Pescado Drive

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Philadelphia, PA 19101-7346

# EXHIBIT "B"

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Attorneys for David K. Gottlieb in his capacity as Chapter 11 Trustee

**UNITED STATES BANKRUPTCY COURT  
CENTRAL DISTRICT OF CALIFORNIA  
SAN FERNANDO VALLEY DIVISION**

In re:

GATEWAY FOUR, LP,

Debtor.

In re:

GATEWAY TWO, LP,

Debtor.

In re:

GATEWAY FIVE, LLC,

Debtor.

☐ Affects all Debtors

☐ Affects Gateway Four, LP only

☒ Affects Gateway Two, LP only

☐ Affects Gateway Five, LLC only

Lead Case No.: 1:20-bk-11581-MB

Jointly administered with: 1:20-bk-11580-MB and 1:20-bk-11582-MB

Chapter 11 Cases

**NOTICE OF HEARING ON  
CHAPTER 11 TRUSTEE'S MOTION  
FOR AN ORDER: (1) APPROVING  
SALE OF REAL PROPERTY OWNED  
BY THE GATEWAY TWO, LP  
BANKRUPTCY ESTATE FREE AND  
CLEAR OF ALL LIENS, CLAIMS,  
ENCUMBRANCES AND OTHER  
INTERESTS; (2) WAIVING THE 14-  
DAY STAY PERIOD SET FORTH IN  
BANKRUPTCY RULE 6004(h); AND  
(3) GRANTING RELATED RELIEF**

DATE: February 12, 2021

TIME: 10:00 A.M.

PLACE: Courtroom "303"

21041 Burbank Blvd.

Woodland Hills, CA 91367

1       **PLEASE TAKE NOTICE THAT** a hearing will be held on February 12, 2021,  
2 commencing at 10:00 a.m., at the above-referenced Courtroom (via Zoom, instructions below),  
3 for the Court to consider approval of the motion (“Motion”) filed by David K. Gottlieb, in his  
4 capacity as the chapter 11 trustee (“Trustee”) appointed in the jointly administered chapter 11  
5 bankruptcy cases of Gateway Two, LP (“Gateway Two”), Gateway Four, LP (“Gateway Four”),  
6 and Gateway Five, LLC (“Gateway Five” and together with Gateway Two and Gateway Four,  
7 the “Debtors”), seeking an order of the Court: (1) approving, in the Gateway Two bankruptcy  
8 case, the Trustee’s sale of that certain real property owned by the Gateway Two bankruptcy  
9 estate and located at 10561 Santa Fe Drive, El Monte, California 90731 (the “Gateway Two  
10 Property”) to the winning bidder and the backup bidder, as determined by the Bankruptcy Court  
11 at the sale auction (“Auction”) scheduled to be held concurrently with the hearing on this  
12 Motion, free and clear of all liens, claims, encumbrances and other interests pursuant to 11  
13 U.S.C. § 363(f); (2) waiving the 14-day stay period set forth in Bankruptcy Rule 6004(h); and (3)  
14 granting related relief.

15       The proposed sale of the Gateway Two Property is subject to the terms and conditions set  
16 forth in that certain *Stipulation: (1) Granting Limited And Conditional Relief From The*  
17 *Automatic Stay To TPMC Services, LLC; And (2) Establishing Bidding And Auction Procedures*  
18 *For The Sale Of The Real Property Owned By The Gateway Two, LP Bankruptcy Estate* (the  
19 “Sale Procedures Stipulation”) (Docket No. 175) which was approved by the Bankruptcy Court  
20 at a hearing held on January 11, 2021.

21       The Trustee is requesting that the Court approve the sale of the Gateway Two Property  
22 free and clear of all liens, claims, encumbrances and other interests, subject to approved title  
23 exemptions. Pursuant to the Sale Procedures Stipulation, in order to be eligible to participate in  
24 the Auction, prospective bidders (other than TPMC Services, LLC) will be required by February  
25 8, 2021 (the “Bid Qualification Deadline”), to, among other things as more specifically set forth  
26 in the Sale Procedures Stipulation: (1) submit a cash deposit in the amount of \$250,000; (2)  
27 provide a proposed form of asset purchase agreement or a redlined version of a form provided to  
28

1 the prospective bidder by the Trustee; and (3) provide to the Trustee evidence that the  
2 prospective bidder is a financially qualified party.

3 The minimum required bid for the Gateway Two Property at the Auction shall be  
4 \$9,650,000. TMPC Services, LLC ("TPMC") which is the senior secured creditor of the  
5 Gateway Two Property, may, but is not required to, make a credit bid in the amount of its  
6 secured claim against the Gateway Two Property at the Auction pursuant to section 363(k). All  
7 other bids for the purchase of the Gateway Two Property must be all cash bids. Additional terms  
8 and conditions of the requirements and procedures for the Auction are set forth in the Sale  
9 Procedures Stipulation.

10 At a sale price of \$9,650,000 (which is the minimum required bid), the Trustee projects  
11 that TPMC's secured claim will be paid in full, real estate tax obligations of the estate will be  
12 satisfied, Romspen's postpetition loan to the Gateway Two estate will be satisfied, and there will  
13 be additional funds remaining for the benefit of the estate and the costs of administering the  
14 estate, subject to Romspen's and Citivest's claims. The Trustee's preliminary analysis of the tax  
15 ramifications indicate that, since Gateway Two is a limited partnership, the Gateway Two estate  
16 itself will not become liable for any capital gains tax arising from the sale of the Gateway Two  
17 Property.

18 The Trustee will file a supplement to this Motion as soon as practicable after the Bid  
19 Qualification Deadline to provide the Bankruptcy Court with an update regarding qualified  
20 bidders and the status of the proposed sale.

21 The winning bidder, or the winning backup bidder, as the case may be, must close its  
22 purchase of the Gateway Two Property by no later than March 15, 2021 (the "Closing Date").  
23 The winning bidder, or the winning backup bidder, as the case may be, may purchase a one-time  
24 extension of the Closing Date by up to thirty-one (31) days, i.e., through and including April 15,  
25 2021, by delivering to the Trustee's counsel a cash payment equal to the total number of the days  
26 of the requested extension not to exceed thirty-one (31) days (which date shall be the "Extended  
27 Closing Date"), at a *per diem* rate of \$110,000 divided by the number of days beyond the  
28 Closing Date (the "Extension Payment"), which Extension Payment must be delivered by wire

1 transfer by no later than March 15, 2021 pursuant to the terms of the Sale Procedures Stipulation.  
2 The Extension Payment shall be in addition to and not serve as a credit against the winning bid  
3 of the winning bidder, or the winning backup bidder, as the case may be.

4 Following the entry of the Sale Order, the \$250,000 cash deposit of the winning bidder at  
5 the Auction shall (1) be deemed nonrefundable, (2) serve as a credit against the winning bidder's  
6 purchase price, and (3) be promptly turned over to TPMC by the Trustee which shall apply such  
7 cash deposit as a pay down of TPMC's secured claim.

8 If the winning bidder does not close its purchase of the Gateway Two Property by the  
9 Closing Date or the Extended Closing Date, as the case may be, and there is a backup bidder  
10 declared at the Auction, the backup bidder shall have up to sixty days following the date that the  
11 backup bidder is notified by the Trustee in writing to close its purchase of the Gateway Two  
12 Property at the backup bidder's purchase price. Within three business days following the backup  
13 bidder's receipt of such written notification from the Trustee, the backup bidder shall provide the  
14 Trustee written notice (the "Backup Bidder's Notice") whether it desires to have the full sixty  
15 days within which to close its purchase or some lesser period, and the *per diem* amount of money  
16 calculated in the same manner as set forth above based upon the number of days selected by the  
17 backup bidder beyond March 15, 2021 (the "Backup Bidder's Extension Payment") will be  
18 nonrefundable to the backup bidder. In such circumstances, the backup bidder shall be entitled  
19 to select an extended closing date beyond April 15, 2021, notwithstanding the language above, as  
20 long as the extended closing date is not more than forty-five days after providing the Trustee the  
21 Backup Bidder's Notice. The Backup Bidder's cash deposit pursuant to the Sale Procedures  
22 Stipulation will be promptly turned over to TPMC by the Trustee upon receipt of the Backup  
23 Bidder's Notice from the backup bidder and the backup bidder shall directly pay TPMC the  
24 Backup Bidder's Extension Payment within three business days of providing the Trustee the  
25 Backup Bidder's Notice, both of which TPMC shall apply as a pay down of TPMC's secured  
26 claim.

27 As set forth in the Sale Procedures Stipulation, the Trustee shall deliver the Gateway Two  
28 Property to the winning bidder (including TPMC based upon a credit bid in the amount of its

1 Secured Claim subject to the provisions of the Sale Procedures Stipulation) on an “as-is, where-  
2 is” basis, without any representations or warranties, free and clear of any encumbrances or liens,  
3 subject to approved title exemptions, pursuant to a standard free and clear of all liens, claims,  
4 encumbrances and other interests Sale Order from the Bankruptcy Court.

5 In order to ensure that the highest price possible is paid for the Gateway Two Property,  
6 the Trustee’s proposed sale is subject to overbidding at the Auction. The Trustee has retained  
7 NAI Capital Commercial, Inc. (the “Broker”) to market the Gateway Two Property for overbid  
8 and to work with the Trustee to conduct the Auction in the event of two or more qualified  
9 bidders. As set forth in the Declaration of Chris Jackson filed concurrently herewith, the Broker  
10 has marketed the Gateway Two Property and will continue to do so through the Auction.

11 In addition, the Trustee, through his financial advisor Sherwood Partners, Inc., has  
12 established an extensive data room for prospective bidders to obtain diligence information. To  
13 assist in the overbid process, the Trustee’s counsel prepared a purchase and sale agreement  
14 template for prospective bidders to use if they want, which is available upon request.

15 The Trustee urges all parties in interest and prospective overbidders to read the entire  
16 Sale Procedures Stipulation to understand the details of the Auction and sale process. For all of  
17 these reasons and the others set forth in the Motion and the concurrently filed Declarations of  
18 David K. Gottlieb and Chris Jackson, the Trustee respectfully requests that the Court grant the  
19 Motion and immediately thereafter enter a Sale Order (within no later than five business days of  
20 the Auction).

21 **PLEASE TAKE FURTHER NOTICE** that any objection to the Motion or to the sale of  
22 the Gateway Two Property as contemplated by the Motion must be filed with the Bankruptcy  
23 Court and served upon counsel to the Trustee by no later than **January 29, 2021**.

24 **PLEASE TAKE FURTHER NOTICE** that the failure of a party in interest to file and  
25 serve a timely objection to the Motion may be deemed by the Bankruptcy Court to constitute such  
26 party’s consent to all of the relief requested by the Trustee in the Motion.

27 **PLEASE TAKE FURTHER NOTICE** that, notwithstanding any language in this  
28 Notice of Motion and Motion advising or suggesting that the above-referenced hearings will be



1 held physically in the Bankruptcy Court's courtroom, **please be advised that due to the**  
2 **COVID-19 pandemic, the Court will conduct the hearing remotely, using ZoomGov audio**  
3 **and video technology.** Individuals will not be permitted access to the courtroom. Information  
4 on how to participate in the hearings remotely using ZoomGov is provided below. Hearing  
5 participants and members of the public may participate in and/or observe the hearings using  
6 ZoomGov, free of charge.

7 Individuals may connect by ZoomGov audio and video using a personal computer  
8 (equipped with camera, microphone and speaker), or a handheld mobile device with an  
9 integrated camera, microphone and speaker (such as an iPhone, iPad, Android phone or Android  
10 tablet). The connection can be initiated by entering the "Meeting URL" into a web browser on  
11 any of these devices, provided the device is connected to the Internet. Individuals connecting in  
12 this manner will be prompted for the Meeting ID and Password shown below.

13 Individuals also may connect to the hearings by telephone only, using the telephone  
14 number provided below. Individuals connecting in this manner also will be prompted for the  
15 Meeting ID and Password.

16 Neither a Zoom nor a ZoomGov account is necessary to participate in or observe the  
17 hearings, and no pre-registration is required.

18 The audio portion of the hearings will be recorded electronically by the Court and  
19 constitute its official record.

20 All persons are strictly prohibited from making any other recording of court proceedings,  
21 whether by video, audio, "screenshot," or otherwise. Violation of this prohibition may result in  
22 the imposition of monetary and non-monetary sanctions.

23 The following is the unique ZoomGov connection information for the above-referenced  
24 hearings:

Meeting URL: **<https://cacb.zoomgov.com/j/1614728052>**

Meeting ID: **161 472 8052**

Password: **603565**

Telephone: **1 (669) 254 5252 or 1 (646) 828 7666**

More information on using ZoomGov to participate in these hearings is available on the Court's website at the following web address: <https://www.cacb.uscourts.gov/news/zoom-video-hearing-guide-participants>.

**WHEREFORE**, the Trustee respectfully requests that the Bankruptcy Court:

1. Find that notice of the Motion was proper, timely, adequate, appropriate and sufficient and that no other or further notice of the Motion, the hearing on the Motion, or the sale of the Gateway Two Property is or shall be required;

2. Find good, sufficient, and sound business purposes and justification and compelling circumstances for the Trustee's sale of the Gateway Two Property;

3. Approve the sale of the Gateway Two Property to the winning bidder and the winning back-up bidder at the Auction free and clear of all liens, claims, encumbrances and other interests;

4. Find that the winning bidder and winning back-up bidder at the Auction are good faith buyers entitled to all of the protections afforded by section 363(m) of the Bankruptcy Code;

5. Enter a sale order in a form that is mutually agreed to between the Trustee and the winning bidder and winning back-up bidder (the "Sale Order");

6. Authorize the Trustee to enter into a Purchase and Sale Agreement in a form that is consistent with the terms of the Sale Procedures Stipulation and the Sale Order;

7. Waive the 14-day stay period set forth in Bankruptcy Rule 6004(h); and

8. Grant such other and further relief as the Court deems just and proper.

1 Dated: January 22, 2021

LEVENE, NEALE, BENDER, YOO & BRILL  
L.L.P.

3 By: /s/ Krikor J. Meshefejian

RON BENDER

KRIKOR J. MESHEFEJIAN

LEVENE, NEALE, BENDER,

YOO & BRILL L.L.P.

Attorneys for Chapter 11 Trustee

## PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is:  
10250 Constellation Boulevard, Suite 1700, Los Angeles, California 90067

A true and correct copy of the foregoing document entitled (*specify*): **NOTICE OF SALE OF ESTATE PROPERTY** will be served or was served **(a)** on the judge in chambers in the form and manner required by LBR 5005-2(d); and **(b)** in the manner stated below:

1. **TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF)**: Pursuant to controlling General Orders and LBR, the foregoing document will be served by the court via NEF and hyperlink to the document. On (*date*) **January 22, 2021**, I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following persons are on the Electronic Mail Notice List to receive NEF transmission at the email addresses stated below:

- Ron Bender rb@lnbyb.com
- William H Brownstein Brownsteinlaw.bill@gmail.com
- Russell Clementson russell.clementson@usdoj.gov
- Philip A Gasteier pag@lnbrb.com
- David Keith Gottlieb (TR) dkgtrustee@dkgallc.com, dgottlieb@iq7technology.com, rjohnson@dkgallc.com, akuras@dkgallc.com; ecf.alert+Gottlieb@titlexi.com
- Daniel Harrison dan@harrisonlawcorp.com, cm@harrisonlawcorp.com
- Krikor J Meshefejian kjm@lnbyb.com
- Kenneth Miskin Kenneth.M.Miskin@usdoj.gov
- Pamela J Scholefield pam@construction-laws.com
- Zev Shechtman zshechtman@DanningGill.com, danninggill@gmail.com; zshechtman@ecf.inforuptcy.com
- United States Trustee (SV) ustpregion16.wh.ecf@usdoj.gov
- Sharon Z. Weiss sharon.weiss@bclplaw.com, raul.morales@bclplaw.com, REC\_KM\_ECF\_SMO@bclplaw.com
- Kirsten A Worley WORLEYK@HIGGSLAW.COM, MALAVARJ@HIGGSLAW.COM

2. **SERVED BY UNITED STATES MAIL**: On (*date*) **January 22, 2021**, I served the following persons and/or entities at the last known addresses in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States mail, first class, postage prepaid, and addressed as follows. Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.

3. **SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE TRANSMISSION OR EMAIL** (*state method for each person or entity served*): Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on (*date*) **January 22, 2021**, I served the following persons and/or entities by personal delivery, overnight mail service, or (for those who consented in writing to such service method), by facsimile transmission and/or email as follows. Listing the judge here constitutes a declaration that personal delivery on, or overnight mail to, the judge will be completed no later than 24 hours after the document is filed.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

January 22, 2021

*Date*

Lourdes Cruz

*Printed Name*

/s/ Lourdes Cruz

*Signature*